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3
4 BILL NO. 5-72-12-4//

5 SPECIAL ORDINANCE NO. S- 95-72

6 AN ORDINANCE approving an Agreement with
7 Boise Cascade Building Company for
8 installation of a water main on the
north side of Washington Center Road.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. The Agreement approved November 16, 1972,
12 between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works, and BOISE CASCADE BUILDING COMPANY,
14 for installation of a water main, to be constructed and installed
15 as follows:

16 On the north side of Washington Center Road, from
17 the existing water main, located approximately
200[±] feet west of the Penn Central R.R., eastward
380[±] feet.

18 for a total cost of \$6,984.00, the city's proportionate share
19 being \$2,539.00, all as more particularly set forth in said
20 Agreement, which is on file in the Office of the Board of Public
21 Works, and is by reference incorporated herein and made a part
22 hereof, is hereby in all things ratified, confirmed and approved.

23 SECTION 2. This Ordinance shall be in full force and
24 effect from and after its passage and approval by the Mayor.
25

26 Wm. H. Miller, Jr.
27 Councilman

28
29 APPROVED AS TO FORM
30 AND LEGALITY
31 Paul S. Lee
CITY ATTORNEY
32
33
34
35

Read the first time in full and on motion by _____ seconded by _____ and duly adopted, read the second time by title and referred to the Committee on _____ (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____ the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: _____ CITY CLERK

Read the third time in full and on motion by Moses seconded by Talarico and duly adopted, placed on its passage.

Passed (~~last~~) by the following vote:

AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
Burns <u>✓</u>	_____	_____	_____
Hinga <u>✓</u>	_____	_____	<u>X</u>
Kraus <u>✓</u>	_____	_____	_____
Nuckols <u>✓</u>	_____	_____	_____
Moses <u>✓</u>	_____	_____	_____
Schmidt, D. <u>✓</u>	_____	_____	_____
Schmidt, V. <u>✓</u>	_____	_____	_____
Stier <u>✓</u>	_____	_____	_____
Talarico <u>✓</u>	_____	_____	_____

Date 12-12-72 Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (~~General~~) (Annexation) (Special) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 1-75-72 on the 12th day of December, 1972.

ATTEST: (SEAL) Charles W. Westerman CITY CLERK John Nuckols PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of December, 1972 at the hour of 10:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of December, 1972 at the hour of 1:00 o'clock P. M., E.S.T.

Sam A. Seibert
MAYOR

SUSPENSION OF RULES

BILL NO. S-72-12-41

Councilman W. Moses, moved to suspend the rules on passage of BILL NO. S-72-12-41, at this meeting of 12-12-72, of the Common Council of the City of Fort Wayne, Indiana. Said motion was seconded by Councilman J. Stier, and duly passed by unanimous vote of all legally elected members of the said Common Council.

The above BILL and S-95-72 Special ORDINANCE was accordingly placed on its passage.

DATE: 12-12-72

PRESIDING OFFICER		CITY CLERK			
	<u>8</u> <u>AYES</u>	<u>0</u> <u>NAYS</u>	<u>1</u> <u>ABSTAINED</u>	<u>1</u> <u>ABSENT</u>	<u>TO-WIT</u>
<u>BURNS</u>	✓	—	—	—	—
<u>HINGA</u>	—	—	—	X	—
<u>KRAUS</u>	✓	—	—	—	—
<u>NUCKOLS</u>	✓	—	—	—	—
<u>MOSES</u>	✓	—	—	—	—
<u>D. SCHMIDT</u>	✓	—	—	—	—
<u>V. SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No. S-95-72

ATTEST:

(SEAL)

DATE: 12/12/72

Shirley W. Westerman
CITY CLERK

THIS AGREEMENT, made and entered into this 16th day of November, 1972 by and between BOISE CASCADE BUILDING CO., a Delaware Corp., hereinafter called CONTRIBUTOR and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through the MAYOR and the BOARD OF PUBLIC WORKS of said City, hereinafter called UTILITY, WITNESSETH:

That the said Contributor and the said Utility for the considerations hereinafter named, agree as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct 380 feet of 16 inch water main, including all necessary fittings as follows:

On the north side of Washington Center Road, from the existing water main, located approximately 200 ± feet west of the Penn Central R.R., eastward 380 ± feet.

2. That said water main system shall be constructed according to the standards, plans and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main through KNAFF AND YATES EXCAVATING at a cost of Six Thousand Five Hundred Nineteen and No/100 (\$6,519.00) Dollars, and that said Utility shall supply the necessary labor for inspection, pressure testing, disinfection and engineering at a cost of Four Hundred Sixty Five and No/100 (\$465.00) Dollars. Therefore, the total cost of said water main is Six Thousand Nine Hundred Eighty Four and No/100 (\$6,984.00) Dollars. It is further understood and agreed by and between the parties of this contract that the said Contributor shall bear the cost of the water main on the basis of an Eight (8") inch main, the cost of which is Three Thousand Nine Hundred Eighty and No/100 (\$3,980.00) Dollars, and which amount is the contract price of this Agreement. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor the difference between the cost of materials, contractual labor and equipment as supplied by the Contractor, as referred to above and the contract price of this Agreement, said difference being Two Thousand Five Hundred Thirty Nine and No/100 (\$2,539.00) Dollars.

4. It is further understood and agreed by and between the parties of this contract that should any additional party wish to have a service connection tap made into this water main within a period of fifteen (15) years from the above date and become a permanent consumer of water on the north side of and adjacent to the Washington Center Road, from the West R/W line of the Penn Central R. R., Westward a distance of 210 feet, said property being situated in the Southeast one quarter of Sec. 16, Township 31 North, range 12 East (Washington Township), Allen County, Indiana, or any part or parts thereof, he shall apply to the said Utility for a permit to tap the above said water main and shall be required to pay to said Utility his share of the installation cost in addition to the regular tapping fee which share shall be Ten Dollars and Forty Seven Cents (\$10.47) per frontal foot. The money so collected shall be paid to the Contributor.
5. The Utility may approve the extension of additional water mains from the water main covered in this contract without incurring any financial obligations to the Contributor under this contract except it is understood and agreed that the Utility will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.
6. It is further understood and agreed that, upon completion and acceptance by the Utility, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and that all rights, title and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.
7. COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

(Page three, Contract 7114)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

BOISE CASCADE BUILDING CO.

By: *Richard J. Martens*
Richard J. Martens, Vice President

CONTRIBUTOR

CITY OF FORT WAYNE, INDIANA

By: Ivan A. Lebamoff, Mayor

BOARD OF PUBLIC WORKS

Ronald A. Bouch
William B. Williams

ATTEST:

Edna I. Smith
Edna I. Smith, Clerk

Approved as to form and
Legality:

John Logan
John Logan, Assoc. City Attorney

Approved by the Common Council of the City of Fort Wayne

on _____, 1972, Special Ordinance

_____.

201/46

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 1972, personally appeared the within named IVAN A. LEBAMOFF, Mayor of the City of Fort Wayne; JERRY D. BOSWELL, RONALD L. BONAR and WILLIAM G. WILLIAMS, members of the Board of Public Works, City of Fort Wayne, Indiana; EDNA I. SMITH, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

My Commission Expires:

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On November 16, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Martens

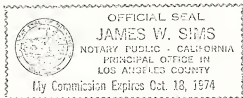
known to me to be the Vice President, and

~~Secretary of the corporation that executed the within instrument,~~
known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *James W. Sims*

James W. Sims
Name (Typed or Printed)



(This area for official notarial seal)

DIGEST SHEETTITLE OF ORDINANCE Special OrdinanceDEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Boise Cascade Building Company has entered into an
Agreement with the City for construction of 380' of 16" water main on the north
side of Washington Center Road, from the existing water main, located approximately
200 ± feet west of the Penn Central R.R., eastward 380 ± feet. Total cost of con-
struction is \$6,519.00 of which the City is to pay \$2,539.00 for oversizing.

EFFECT OF PASSAGE This will become a City main. The cost of oversizing
is beneficial to the Utility because of the anticipated expansion program for area.

EFFECT OF NON-PASSAGE This petitioner can only be held responsible
for his initial needs, consequently, the undersizing would be detrimental to the
entire area expansion plans.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City is
\$2,539.00. Cost to petitioner is \$3,980.00. Utility will furnish engineering
and inspection in amount of \$465.00 making the total value of the main \$6,984.00.

ASSIGNED TO COMMITTEE (J.N.) _____

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	D-72-12-41
ORDINANCE NO.	A-95-72
X REGULAR SESSION	12-12-72
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	Keller
BILL WRITTEN BY	Bd. of Public Works
X DATE INTRODUCED	12-12-72
REFERRED TO SAID STANDING COMMITTEE	Mass Public Works
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
X PASS	12-12-72
DO NOT PASS	
WITHDRAWN	
X SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

COMMITTEE SHEET
X VOTE SHEET
PURCHASE ORDERS
BIDS
ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
COMMUNICATIONS FROM
ZONING MAPS
ABSTRACTS
TITLES
PRIOR APPROVAL LETTER

Original sheet.

COUNCILMAN'S VOTE

	8 AYES	1 NAYS	ABSENT
BURNS	X		
HINGA			X
KRAUS	X		
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT	X		
STIER	X		
TALARICO	X		

COMMENTS: